



Revision number: 6

Purchasing Agent: NANCY ORTON

Item: Publications Of Utah Administrative Code Books

Vendor: 51009I G

Lexis Nexis Matthew Bender & Co., Inc.
Government Relations
701 East Water Street
Charlottesville, VA 22902

Internet Homepage: www.michie.com

Telephone: (434) 972-7605

Fax number: (434) 972-7677

Contact: Nikki L. Daugherty

Email address: Nikki.daugherty@lexis-nexis.com

Brand/trade name:

Price: See attached price schedule

Terms: None

Effective dates: 01/01/2000 through 12/31/2005

Days required for delivery: 2 Days

Price guarantee period:

Minimum order:

Min shipment without charges:

Other conditions:

PLEASE NOTE: EXTENSION TO CONTRACT.

Remit to: Matthew Bender & Co., Inc.
P O Box 7247-0178
Philadelphia PA 19170-0178
(Vendor # 51009I A)

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



SPECIAL TERMS AND CONDITIONS
Utah Administrative Code Publication

1. Purpose of Special Terms.

The purpose of the Special Terms and Conditions is to reiterate, clarify or amend those areas of the standard terms which were the object of negotiation between the CONTRACTOR and the STATE. They also clarify those areas of the original Request for Proposals (RFP) issued by the STATE, and elements of the CONTRACTOR's response which were the object of negotiation between the CONTRACTOR and the STATE.

2. Incorporation by Reference.

The terms of the original request for proposals and the CONTRACTOR's successful response are incorporated by reference, except as those terms are modified by this document.

3. Scope of Services.

A. The contents of the *Code* shall be as outlined by the CONTRACTOR in Section II. B. of the CONTRACTOR's response to the RFP, with the following clarifications:

1. Shepard's citator data will be included during the second year of the contract period;
2. Information regarding the purpose, scope, and availability of the *Utah State Bulletin*, the *Utah State Digest*, and the *Utah Administrative Rules Index of Changes* will be included;
3. As the STATE is able to provide it, descriptive information regarding Utah state rulemaking agencies will be included;
4. The preparation by the CONTRACTOR of history notes regarding the filing and amendment history of the various rules in the *Code*, may not be construed as prohibiting the STATE from preparing its own history notes at some future date.

B. The format suggested by the CONTRACTOR in Section II.G. will be the accepted format, with the following clarifications:



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1. The printed *Code* will comprise nine volumes, plus one additional volume containing the comprehensive index and tables, all bound in lexotone with the color and cover art work to be selected and prepared in consultation with the STATE;

2. The CONTRACTOR may produce other publications containing Utah Administrative rules. At its option;

3. The titles of the *Code* will be arranged sequentially by title number.

C. The CONTRACTOR agrees to edit and proofread the *Code*. The CONTRACTOR assumes no responsibility for completeness, typographical errors, omissions, inconsistencies or other problems existing in the either the *Code* text or other supplementary information provided by the STATE. Whenever possible the CONTRACTOR shall advise the STATE of any problems it encounters in time for correction or reconsideration by the STATE.

D. In addition to C above, the CONTRACTOR agrees to provide the STATE a report of errors identified as a result of proofreading. The format and timing of the report will be established in consultation with the STATE.

E. The CONTRACTOR shall provide the STATE up to 38 sets of the *Code* shipped prepaid with inside delivery. The STATE's standing order for purchased *Code* sets is 31, unless the STATE notifies the CONTRACTOR of a different standing order number at least 30 days prior to the anticipated delivery date of the *Code*.

F. Postage and delivery costs for the *Code* are included in the STATE's subscription.

G. The CONTRACTOR agrees to provide the STATE with a photocopy or facsimile of final proofs of the covers, title pages, and main table of contents for the STATE to approve prior to printing.

H. The CONTRACTOR agrees to ship the STATE's sets of the *Code* within 30 days after the CONTRACTOR's receipt of the STATE's January *Code* update.

I. The CONTRACTOR agrees to deliver the corrections report, described in D above, to the STATE within 20 days after the date the *Code* is shipped to the STATE.



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4. Pricing and Consideration.

A. Pricing for the *Code* will be two-tiered: 1) tier one is pricing for state agencies and political subdivisions; 2) tier two is pricing for private sector subscribers. "Political subdivision" means any county, city, municipality, town, school district, public transit district, redevelopment agency, independent special district, special improvement or taxing district, improvement district, municipal building authority, metropolitan water district, water conservancy district, special service district, drainage district, irrigation district, separate legal or administrative entity created under Title 11, Chapter 13, Interlocal Cooperation Act, other governmental subdivision, public corporation, quasi-governmental entity, or any other entity constituting a political subdivision under the laws of Utah.

1. Tier one pricing is found in Table 1:

Table 1

Item	Cost
Print Code Set	\$316
Replacement or extra volume	Proportional pricing based on volume's share of total Code pages (price rounded to the nearest dollar; CONTRACTOR shall periodically provide the STATE with an updated pricing list, as price information becomes available)

2. Tier two pricing (private subscribers) is left to the discretion of the CONTRACTOR.

B. The STATE agrees to pay the CONTRACTOR \$316 per print *Code* set, each contract year, upon invoicing and delivery of the sets of the *Code*.

C. The STATE's purchase of sets under B (above) of this section shall not be construed as limiting the CONTRACTOR in providing different subscription configurations to other state or private sector subscribers.

D. The CONTRACTOR agrees to replace without charge any *Code* volumes found defective if the defect is attributable to the contracted responsibilities of the CONTRACTOR.



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5. Contractor Stipulations

A. The CONTRACTOR may not assign, sell, transfer or sublet its rights, or delegate its responsibilities, in whole or in part, without the written consent of the STATE. Notwithstanding the foregoing, CONTRACTOR may freely transfer or assign this contract to:

1. any affiliate of CONTRACTOR, including without limitation, its parent company or any subsidiaries of its parent company, or

2. any person or entity who acquires the entire business of CONTRACTOR or acquires the portion of the assets of CONTRACTOR that relate to this contract.

6. Copyright of the Code

A. Rule text and other material provided by the STATE is in -the public domain; this includes the text of the governor's letter, editor's notes prepared by the STATE, and any tables or indexes created and provided by the STATE. Nothing in this contract shall be interpreted to limit the STATE's ability to freely distribute information produced or maintained by the STATE.

B. The STATE makes no copyright claim on annotations, indexes, tables, or other supplementary material created by the publisher. The STATE encourages the creation of such material to make the administrative law of the state more accessible to the public.

7. Subscription Lists

A. The CONTRACTOR agrees to share with the STATE any lists of purchasers of the *Code*. The STATE will use these lists only to produce summary data for the legislature and its committees, the budget process, and for mailings originated by the STATE regarding other rulemaking publications. The publisher may file a written claim of business confidentiality with the STATE as provided by UTAH CODE § 63-2-308, separate from this contract, to restrict distribution of the complete list.

B. The CONTRACTOR agrees that at the termination of the contract the STATE may disclose the complete list to the new contractor.



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8. Renewability

This contract may be renewed for two additional three-year terms subject to mutual agreement by the parties.

FINET COMMODITY CODE (S):

96112000000-CODIFICATION OF GOVERNMENT CODES

96667000000-OFFSET PRINTING, CUSTOM BOUND, HARDBACK, LEATHER, ETC.: BOOKS

REPORTS

THE CONTRACTOR WILL SUBMIT QUARTERLY REPORTS TO THE STATE PURCHASING AGENT SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH STATE AGENCY AND POLITICAL SUBDIVISION. THESE REPORTS WILL BE DUE 10 DAYS AFTER THE CALENDAR QUARTER.